

Defendant, Tom S. Bruce, for \$715,000.00 plus interest as set forth therein. From this judgment, the Defendant appealed to the United States Court of Appeals for the Fourth Circuit. The Fourth Circuit on February 5, 1982, affirmed the judgment of the lower court by Published Opinion No. 81-1154 and thereafter by Order filed March 9, 1982, denied the Defendant's Petition for Rehearing. Plaintiff's judgment was duly entered against the Defendant, Tom S. Bruce, in the Office of the Clerk of Court for Greenville County, South Carolina, on April 29, 1981, as Judgment Roll No. 81-2845. Plaintiff then caused executions to be issued by both this Court and the Court of Common Pleas for Greenville County, which were returned nulla bona. No part of Plaintiff's judgment has been paid and it remains wholly unsatisfied.

Under principles of res judicata, this Court's Order dated January 13, 1981, is herein incorporated by reference as findings of fact and conclusions of law in the present action, portions of which are repeated herein. Based upon said Order and the credible evidence presented at trial, this Court makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. In December 1975, the Plaintiff, Robert L. Kosnoski, purchased limited partnership interests in two South Carolina Limited Partnerships in which the Defendant, Tom S. Bruce, along with his son, Dan E. Bruce, and James E. Jones were the sole general partners; these limited partnerships were known as Diran Executive Plaza ("Building Partnership") and Bruce, Bruce & Jones ("Land Partnership") and each is evidenced by a Certificate and Agreement of Limited Partnership dated 12/22/75 -- P.Ex. 1 and 2, respectively. Also, the Defendant, Tom S. Bruce, and his co-general partners executed in favor of Plaintiff a letter agreement dated 12/22/75 guaranteeing a 95% tenant occupancy in the Building (P.Ex. 3).

2. The Building Partnership owned an office building in Greenville, South Carolina, encumbered by a \$1,120,000.00 mortgage to New York Life Insurance Company, and the Land Partnership owned an adjoining tract of undeveloped property encumbered by a \$750,000.00 mortgage to Bankers Trust. Other than these encumbered properties, the partnerships had no significant assets.

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